08-13555-mg Doc 19112-2 Filed 08/10/11 Entered 08/10/11 09:38:15 Exhibit Exhibit B Pg 1 of 25

EXHIBIT "B"

LATIIUIL D	-y 2 01 23	
United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	PRO	OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al. Debtors, Vanue of Debtor Against Which Claim is Held Case No. of Debtor Case No. of Debtor	UNIQUE IDENTIFICATION NUMBER	BER: 1000D93509
Lehman Brothers Holdings Inc., et al. 08-13555		
FNOTE: This form should not be used to make a claim for in administrative assessed		
in a dominancement of the case. A request for payment of an administrative expense imay be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make (a claim for Echiman Program's Securities (See definition on reverse side.)	THIS SPACE I	IS FOR COURT USE ONLY
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)	Check this box to indicate that this claim amends a previously filed claim.	
LBH (CREDITOR.DBF,CREDNUM)CREDNUM # 1000093509***** The F.F: Thompson Foundation, Inc.	Catif	
ATTN:CHIEF FINANCIAL OFFICER C/O FREDERICK FERRIS THOMPSON HOSPITAL	Court Claim	
350 PARRISH STREET CANANDAIGUA, NY 14424	Number:	
mark.prunoske@thompsonhealth.org	Filed on:	
Telephone number: (585)396-6280 Email Address:	<u> </u>	
Mame and address where payment should be sent (If different from above)	Check this bax if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:	Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ \$508,639.58		5. Amount of Claim Entitled to Priority
If all or part of your claim is secured, complete Item 4 below; however, if all of your claim 4.	aim is unsecured, do not complete	under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following
If all or nart of your claim is entitled to priority, complete from 5		categories, check the box and state the
If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §50. Check this box if all or part of your claim is based on a Derivative Contract.* Check this box if all or part of your claim is based on a Guarantee.*	f(h)(9), complete item 6.	Specify the priority of the claim:
Lineck this box if all or part of your claim is based on a Guarantee.*		
*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://ww FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIO SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOW	NNAIDE AND UPLOAD	☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). ☐ Wages, saluries or commissions (up to
Check this box if claim includes interest or other charges in addition to the princip itemized statement of interest or additional charges. Attach itemized statement of interest http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarante	al amount of the claim. Attach	\$10,950), carned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
2. Basis for Claim: Derivative Contract/ Guarantee (See instruction #2 on reverse side.)		Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).
3. Last four digits of any number by which creditor identifies debtor: 3a: Debtor may have scheduled account as:		Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C.
(See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.)		§ 507(a)(7).
Check the appropriate box if your claim is accured by a lien on property or a right information.	of sctoff and provide the requested	Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
Nature of property or right of setoff: Real Estate Motor Vehicle	□ Other	Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().
Value of Property: S. Annual Interest Page	n/	Amount entitled to priority:
Value of Property: SAnnual Interest Rate Amount of arrearage and other charges as of time case filed included in secured cla	% nim, if any:	satisfaction to priority;
S Basis for perfection:	·	\$
Amount of Secured Claim: \$ Amount Unsecured: \$		
6: Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. (See instruction #6 on reverse side.)		
 Credits: The amount of all payments on this claim has been credited for the purpose Documents: Attach reducted copies of any documents that support the claim, such a 	r promingons notes ausaliana	FOR COURT USE ONLY
Officers, invoices, ilemized statements of running accounts contracts, indoments mortage	oo and conscribe ouronissans	
Attach reducted copies of documents providing evidence of perfection of a security intercon reverse side.) If the documents are voluminous, attach a summary.		FILED / RECEIVED
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY B SCANNING.	E DESTROYED AFTER	
If the documents are not available, please explain:		SEP 17 2009
Date: Signature: The person filing this claim must sign it. Sign and print name a person authorized to file this claim and state address and telephone number if above. Attach copy of power of attorney, if any,	nd title, if any, of the creditor or other different from the natice address	EPIO BARKBUPTEY SOLUTIONS, LLC
Oli Clobor	ah K. Weymouth, FACHE,	EPIU DARROUTTAL POLICE
Penalty for presenting fraudikat claim: Fine of up to \$500 ft00 or in	V.P. & Chief Operating Officer	h intig 2 and an

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtar, there may be exceptions to those general rules,

Items to be completed in Proof of Claim form

Name of Dehtor, and Case Number:

YOU MUST DICENTE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

l	08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
	06-13600	LB 745 LLC	08-13906	CES Aviation V LLC
	08-13865	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
l	08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
	08-13893	Lehmon Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properti Lorn Finance S.a.r.l.
	08-13R 9 9	Lehman Brothers Derivative Products Inc.	09-10137	BNC Montgage LLC
	08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
	08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
	08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakana Owners LLC
	08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC
	1f your Clai	m is against multiple Debtors, complete a s	eparate form	

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed;

State the total amount owed to the creditor on the date of the Bankruptey filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Deltar May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor. 4 Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Stip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(cs) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

R. Documents

Attach to this proof of claim form reducted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary, PRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after seamning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a fulse statement on a proof of claim,

Debtor

A debtor is the person, corporation, or other entity that has filed a bankrupicy case,

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtar on the date of the bankruptcy lifting.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured,

Proof of Claim

A proof of claim is a form used by the creditor to indicate the uniount of the debt owed by the debtor on the date of the bathkruptey filing. The creditor must file the form with the Claims Agent at the following authress:

Leitman Brothers Holdings Claims Processing clo Epiq Rankruptey Solutions, 1.1.C FDR Station, PO Box 5076

New York, NY 10150-5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a nontgage on real estate or a security interest in a car. A lien may be columnify granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A chaim also may be secured if the creditor owes the debtor money (has a right to setail).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 1.1 U.S.C. §507(n)
Priority claims are considerategories of unsecured Claims that
are paid from the available money or property in a bankruptey
case before other unsecured claims.

DEFINITIONS Redacted

A document has been reducted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should reduct and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's data of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lica has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or four (i.e. my purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptey Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debiors or their offiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc. Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.),

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in ease of the follows of another person or entity who is liable in the first instance.

Lehman Programs Securities

Leliman Programs Securities means those securities included on the Lehman Programs Securities list available on http://www.lelumandocker.com/as of July 27, 2009

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you
may either enclose a stamped self-addressed
envelope and a copy of this proof of claim, or you
may access the Claims Agent's system (https://www.lehman-dock-et.com) to view
your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation of communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (1) U.S.C. § 101 of seq.), and any applicable orders of the bankruptcy court.

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RESERVATION OF RIGHTS

Claim and reserves its right to file an Amended Proof of Claim or Administrative Expense

Claim setting forth the amount and classification of its claim, including additional accrued interest

and attorneys fees and costs, or any other amounts recoverable under the applicable documents.

ANNEX D

STATEMENT OF CALCULATION

- On or about, September 14, 2008, Holdings filed a voluntary petition for Chapter 11 reorganization with the U.S. Bankruptcy Court for the Southern District of New York. As a result of an Event of Default with respect to Party A resulting from the above mentioned filings by Holdings, all derivatives transactions entered into by Party B with Party A were terminated as prescribed by the Agreement. Party B designated October 31, 2008, as the Early Termination Date.
- 2) Party B retained Cain Brothers to schedule a competitive bid process for a new interest rate swap to replace the Terminated Transaction with Party A.
- The method of calculating damages under the Agreement is Second Method, Market Quotation. Thus, the amount payable with respect to the Early Termination Date is equal to the absolute value of (a) the sum of the Settlement Amount and the Unpaid Amounts owing to Party B less (b) the Unpaid Amounts owing to Party A.
- To comply with the requirements of the Agreement, Party B sent bid requests, including the related Confirmation and ISDA documents, along with credit material to the following dealers, each of whom qualified under the definition of "Reference Market-maker" in Section 12 of the Agreement and the terms of Part 1(h) of the Schedule to the Agreement: Bank of America, Citigroup, Deutsche Bank, JPMorgan, Key Bank, Morgan Stanley, and Wells Fargo.
- 5) Seven bids were solicited and two bids were received. On October 31, 2008, Party B received actionable bids from Deutsche Bank and Morgan Stanley for the replacement of the Terminated Transaction. However, Morgan Stanley's bid was disregarded as a quotation as it removed the \$1,000,000 cap on Party B's Credit Support Amount and therefore did not preserve the economics of the Terminated Transaction.
- Because Party B did not receive three qualifying actionable bids for the replacement swap, a Market Quotation could not be determined. Therefore, under Section 12 of the Agreement, the Settlement Amount for the transaction is Party B's Loss, that is, the amount Party B determines in good faith to be its total losses and costs in connection with the termination, including the cost of reestablishing any hedge. Party B may determine its Loss by reference to quotations from one or more dealers.
- 7) Please see below for a summary of the one qualifying actionable quotation Party B received along with the accrued interest through October 31, 2008, the Early Termination Date.

Deutsche Bank Bid (Payable to Party B) \$(103,000.00)
Plus: Accrued Interest: (11.433.80)
Total: \$(114,433.80)

- Party B declares the amount of the Deutsche Bank response to be a fair reflection of market value on the Early Termination Date. Accordingly, in accordance with the terms of the Agreement, Party B has calculated the Loss (without reference to Unpaid Amounts) to be \$(114,433.80).
- Pursuant to Section 2(a)(iii) of the Agreement, Party B withheld its October 3, 2008 payment amount of \$18,880.07. This amount equals an Unpaid Amount to Party A.

10) The Payment on Early Termination payable by Party B to Party A is \$133,313.87 calculated as:

Loss Amount	\$(114,433.80)
Plus: Unpaid Amount owing to Party B	0.00
Less: Unpaid Amount owing to Party A	18,880.07
Payment on Early Termination	\$(133,313.87)

Pursuant to Sections 6(e) and 9 of the Agreement, Party B estimates that its legal fees incurred by reason of the Event of Default and termination of the Transaction ("Reimbursable Expenses) will be \$5,000.00. The Net Amount Payable is therefore \$128,313.87, calculated as:

Payment on Early Termination	\$133,313.87
Less: Reimbursable Expenses	5,000.00
Net Amount Payable:	\$128,313.87

Pursuant to Section 6(d)(ii) the Net Amount Payable, together with interest thereon from (and including) the Early Termination Date to (but excluding) the date such amount is paid, is due on the effective date of this notice. Such interest amount is calculated at the Default Rate, which is defined as USD LIBOR-BBA (with a Designated Maturity of one month) plus 1.00%. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. In accordance with these provisions, and based on a payment date of November 7, 2008, Party B has calculated the total Balance Owing payable by Party B to Party A, including interest, as \$128,394.53.

Date	Beginning Balance	Default Rate	Ending Balance
10/31/2008	\$128,313.87	3.58125%	\$128,326.43
11/1/2008	\$128,326.43	3.58125%	\$128,338.98
11/2/2008	\$128,338.98	3.58125%	\$128,351.54
11/3/2008	\$128,351.54	3.35750%	\$128,363.31
11/4/2008	\$128,363.31	3.17750%	\$128,374.46
11/5/2008	\$128,374.46	2.95625%	\$128,384.83
11/6/2008	\$128,384,83	2.76750%	\$128,394.53

As of the date of this notice, Party A had failed to transfer the following Posted Collateral and Interest Amount to Party B as prescribed under Paragraph 8(b)(iii) of the Agreement (the "Collateral"):

CUSIP	Description	Coupon	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752.72	\$62,473.14
912827616	US Treasury	5.750%	8/15/2010	50,000	53,867.33	625,00	54,492.33
9128276T4	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54,621,69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915,72	211.96	22,127.68
912828BH2	US Treasury	4.250%	8/15/2013	35,000	37,510.18	323.37	37.833.55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965,34	3.341.85	136,307,19
	US Dollars	· · · · · · · · · · · · · · · · · · ·		268,782	268,782.00	396.53	269,178.53
Total					\$629,839.20	\$7,194.91	\$637,034.11

Pursuant to Paragraph 8(b)(iv)(A) of Exhibit G of the Schedule of the Agreement, Party B hereby elects to set-off the Balance Owing against the Collateral resulting in a Net Balance Owing of \$0.00 and a remaining Collateral amount of \$508,649.28 (the "Remaining Collateral"), calculated as:

Collateral \$637,034.11 Less: Balance Owing to Party A 128,394.53 Remaining Collateral: \$508,639.58

15) The Remaining Collateral is hereby identified as follows:

CUSIP	Description	Coupon	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752.72	\$62,473,14
9128276J6	US Treasury	5.750%	8/15/2010	50,000	53,867,33	625.00	54,492.33
912827 <i>6</i> T4	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54,621.69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915.72	211.96	22,127.68
912828BH2	US Treasury	4.250%	8/15/2013	35,000	37,510.18	323.37	37,833.55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965,34	3,341.85	136,307.19
	US Dollars			140,784	140,784.00	0.00	140,784.00
Total			_		\$501,841.20	\$6,798.38	\$508,639.58

United States Bankruptcy Court/Southern District of Lehman Brothers Holdings Claims Processing Conter c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	New York	PRO	OF OF CLAIM	
Dehtors, (Jointly Adn		UNIQUE IDENTIFICATION NUMB	ER: 1000093509	
Name of Delvor Against Which Claim is Held Case No. of De Lehman Brothers Special Financing Inc. 08-1388				
The second of th				
PNOTE: This form should not be used to make a claim for an adm after the commencement of the case. A request for payment of a may be filed pursuant to ITUSC \$ 503. Additionally, this form a claim for Lehman Programs Securities (See definition on rever	inistrative expense arising n administrative expense should not be used to make se side.)	THIS SPACE I	S FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where		Circl: this box to indicate that		
different from Creditor) LBH (CREDITOR.DBF, CREDNLIM) CREDNUM The Frederick Ferris Thompson Hospitali ATTN:CHIEF FINANCIAL OFFICER		this claim amends a previously filed claim.		
C/O FREDERICK FERRIS THOMPSON HOSPITA 350 PARRISH STREET CANANDAIGUA, NY 14424	L	Court Claim Number: (If known)		
		Filed on:		
	e@thompsonhealth.org			
reichnote fibitioer. Eman Adniess,			·	
Name and address where payment should be sem (if differen	Trom above)	Theck this box if you are awate that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone number: Email Address:		Check this bux if you are the debtor or trustee in this case.		
	,639.58	denot in this ease.	5. Amount of Claim Entitled to Priority	
If all or part of your claim is secured, complete item 4 below item 4. If all or part of your claim is entitled to priority, complete ite if all or part of your claim qualifies as an Administrative Exp Check this box if all or part of your claim is based on a	under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim:			
Check this box if all or part of your claim is based on a	Guarantee. +			
*IF YOUR CLAIM IS BASED ON AMOUNTS OWED P OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO FOLLOW THE DIRECTIONS TO COMPLETE THE A SUPPORTING DOCUMENTATION OR YOUR CLAIM	v.lohman-claims.com AND NAIRE AND UPLOAD D.	☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). ☐ Wages, salaries or commissions (up to \$10,950), carned within 180 days before filing		
Check this box if claim includes interest or other charge itemized statement of interest or additional charges. Attach in http://www.lchman-claims.com if claim is a based on a Deriv	unized statement of interest	or charges to this form or on	of the bankruptcy petition or cessation of the debtor's husiness, whichever is earlier - 11 U.S.C. § 507(a)(4).	
2. Basis for Claim: Derivative Contract			Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	
(See instruction #2 on reverse side.)	- As market representation of the control of the co	THE PARTY AND TH	Up to \$2,425 of deposits toward purchase.	
3. Last four digits of any number by which creditor ide 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	ntifies debtor:		lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).	
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Nature of property or right of setoff: Real Estate Describe:	•	☐ Other	U.S.C. § 507(a)().	
Value of Propeny: S Amount of arrearage and other charges as of time case f			Amount entitled to priority:	
S Basis for perfection Amount of Secured Claim: S An			\$	
6. Amount of Claim that qualifies as an Administrative (See instruction #6 on reverse side.)			ē.	
7. Credits: The amount of all payments on this claim has be 8. Documents: Attach reducted copies of any documents the orders, invoices, itemized statements of running accounts, con-	It support the claim, such as	promissory notes, purchase	FOR COURT USE ONLY	
Attach reducted copies of documents providing evidence of pe on reverse side.) If the documents are voluminous, attach a sur DONOT SEND ORIGINAL DOCUMENTS. ATTACHEI	rfection of a security interes	t. (See definition of "reducted"	FILED / RECENTED	
SCANNING. If the documents are not available, please explain:				
Date: Signature: The person filing this claim mus person authorized to file this claim and state at above. Attach copy of power of anomey, if any	dress and telephone number if o	lifferent from the notice address	SEP 17 7009	
9/15/09 Debell Down	Executive V	n K. Weymouth, FACHE, P. & Chief Operating Officer	EPIO BANKBUPTOY SOLUTIONS, LLC	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankraptey cases not filed voluntarily by the debtor, there may be exceptions to these general rules,

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:
YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED,
INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS
AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE
CLAIM FORM.

L, L	20,2,		
08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-1360D	LB 745 LLC	08-13906	CES Aviation V LLC
08-13685	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13868	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Propertie Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Rouch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Knlakona Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC
If your Clai	m is against multiple Debtors, complete a sc	sparate form	for each Debtor.

Creditor's Name and Address:

Fift in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Linder 11 U.S.C. §507(a),

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(cs) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. \$503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

R. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach a copies of documents that evidence perfection of any security interest. You may also attach a summary, FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically. FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and little, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Debtor

A debtor is the person, corporation, or other entity that has filled a bankruptcy case.

Credito:

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was ewed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Front of Cialm

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the beauteruptey filing. The creditor must file the form with the Claims Agent of the following address:

Lehmin, Brothers Holdings Claims Processing clo Rpiq Bankruptey Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a Hen on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of tiens on property include a mortgage on real estate or a security interest in a car. A lien may be columnify granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to sotoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be parity unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 1.1 U.S.C. §507(a) Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptey lose before other unsecured claims.

DEFINITIONS Reducted

A document has been reducted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should reduct and use only the last four digits of any social-security, individual's tax identification, or financial-account mutther, all but the

initials of a minor's name and only the year of any person's date of high,

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities ioan transaction, repurchase agreement in respect of socurities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their offiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankbaus AG, Lehman Brothers Holdings plc. Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.),

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Leliman Programs Securities means those securities included on the Lehman Programs Securities list available on https://www.lehman-docket.com as of July 27, 2009.

INFORMATION

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Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation of communications from the debtor. These entities do not represent the bankruptey court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any ransfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptey Code (11 U.S.C. § 101 of seq.), and any applicable orders of the bankruptey court.

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RESERVATION OF RIGHTS

Claimant reserves its right to file an Amended Proof of Claim or Administrative Expense

Claim setting forth the amount and classification of its claim, including additional accrued interest

and attorneys fees and costs, or any other amounts recoverable under the applicable documents.

ANNEX D

STATEMENT OF CALCULATION

- On or about, September 14, 2008, Holdings filed a voluntary petition for Chapter 11 reorganization with the U.S. Bankruptcy Court for the Southern District of New York. As a result of an Event of Default with respect to Party A resulting from the above mentioned filings by Holdings, all derivatives transactions entered into by Party B with Party A were terminated as prescribed by the Agreement. Party B designated October 31, 2008, as the Early Termination Date.
- 2) Party B retained Cain Brothers to schedule a competitive bid process for a new interest rate swap to replace the Terminated Transaction with Party A.
- The method of calculating damages under the Agreement is Second Method, Market Quotation. Thus, the amount payable with respect to the Early Termination Date is equal to the absolute value of (a) the sum of the Settlement Amount and the Unpaid Amounts owing to Party B less (b) the Unpaid Amounts owing to Party A.
- To comply with the requirements of the Agreement, Party B sent bid requests, including the related Confirmation and ISDA documents, along with credit material to the following dealers, each of whom qualified under the definition of "Reference Market-maker" in Section 12 of the Agreement and the terms of Part 1(h) of the Schedule to the Agreement: Bank of America, Citigroup, Deutsche Bank, JPMorgan, Key Bank, Morgan Stanley, and Wells Fargo.
- Seven bids were solicited and two bids were received. On October 31, 2008, Party B received actionable bids from Deutsche Bank and Morgan Stanley for the replacement of the Terminated Transaction. However, Morgan Stanley's bid was disregarded as a quotation as it removed the \$1,000,000 cap on Party B's Credit Support Amount and therefore did not preserve the economics of the Terminated Transaction.
- Because Party B did not receive three qualifying actionable bids for the replacement swap, a Market Quotation could not be determined. Therefore, under Section 12 of the Agreement, the Settlement Amount for the transaction is Party B's Loss, that is, the amount Party B determines in good faith to be its total losses and costs in connection with the termination, including the cost of reestablishing any hedge. Party B may determine its Loss by reference to quotations from one or more dealers.
- 7) Please see below for a summary of the one qualifying actionable quotation Party B received along with the accrued interest through October 31, 2008, the Early Termination Date.

Deutsche Bank Bid (Payable to Party B) \$(103,000.00)
Plus: Accrued Interest: (11,433.80)
Total: \$(114,433.80)

- Party B declares the amount of the Deutsche Bank response to be a fair reflection of market value on the Early Termination Date. Accordingly, in accordance with the terms of the Agreement, Party B has calculated the Loss (without reference to Unpaid Amounts) to be \$(114,433.80).
- 9) Pursuant to Section 2(a)(iii) of the Agreement, Party B withheld its October 3, 2008 payment amount of \$18,880.07. This amount equals an Unpaid Amount to Party A.

10) The Payment on Early Termination payable by Party B to Party A is \$133,313.87 calculated as:

Loss Amount	\$(114,433.80)
Plus: Unpaid Amount owing to Party B	0.00
Less: Unpaid Amount owing to Party A	18,880.07
Payment on Early Termination	\$(133,313.87)

Pursuant to Sections 6(e) and 9 of the Agreement, Party B estimates that its legal fees incurred by reason of the Event of Default and termination of the Transaction ("Reimbursable Expenses) will be \$5,000.00. The Net Amount Payable is therefore \$128,313.87, calculated as:

Payment on Early Termination	\$133,313.87
Less: Reimbursable Expenses	5.000.00
Net Amount Payable:	\$128,313.87

Pursuant to Section 6(d)(ii) the Net Amount Payable, together with interest thereon from (and including) the Early Termination Date to (but excluding) the date such amount is paid, is due on the effective date of this notice. Such interest amount is calculated at the Default Rate, which is defined as USD LIBOR-BBA (with a Designated Maturity of one month) plus 1.00%. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. In accordance with these provisions, and based on a payment date of November 7, 2008, Party B has calculated the total Balance Owing payable by Party B to Party A, including interest, as \$128,394.53.

		`	
Date	Beginning Balance	Default Rate	Ending Balance
10/31/2008	\$128,313.87	3.58125%	\$128,326,43
11/1/2008	\$128,326.43	3.58125%	\$128,338.98
11/2/2008	\$128,338.98	3.58125%	\$128,351.54
11/3/2008	\$128,351.54	3.35750%	\$128,363.31
11/4/2008	\$128,363.31	3.17750%	\$128,374.46
11/5/2008	\$128,374.46	2.95625%	\$128,384.83
11/6/2008	\$128,384.83	2.76750%	\$128,394.53

As of the date of this notice, Party A had failed to transfer the following Posted Collateral and Interest Amount to Party B as prescribed under Paragraph 8(b)(iii) of the Agreement (the "Collateral"):

CUSIP	Description	Сопроп	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752,72	\$62,473.14
912827616	US Treasury	5.750%	8/15/2010	50,000	53,867,33	625.00	54,492.33
9128276T4 .	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54.621.69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915,72	211.96	22,127.68
912828BH2	US Treasury	4.250%	8/15/2013	35,000	37.510.18	323.37	37,833.55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965.34	3.341.85	136,307.19
	US Dollars			268,782	268,782.00	396.53	269,178,53
Total				· · · · · · · · · · · · · · · · · · ·	\$629,839.20	\$7,194.91	\$637,034.11

Pursuant to Paragraph 8(b)(iv)(A) of Exhibit G of the Schedule of the Agreement, Party B hereby elects to set-off the Balance Owing against the Collateral resulting in a Net Balance Owing of \$0.00 and a remaining Collateral amount of \$508,649.28 (the "Remaining Collateral"), calculated as:

Collateral \$637,034.11
Less: Balance Owing to Party A 128,394.53
Remaining Collateral: \$508,639.58

15) The Remaining Collateral is hereby identified as follows:

CUSIP	Description	Coupon	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752.72	\$62,473.14
912827616	US Treasury	5.750%	8/15/2010	50,000	53,867.33	625.00	54,492,33
912827 <i>6</i> T4	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54,621.69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915.72	211.96	22,127,68
912828BH2	US Treasury	4.250%	8/15/2013	35,000	37,510.18	323.37	37,833,55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965,34	3,341.85	136307.19
	US Dollars			140,784	140,784.00	0.00	140,784.00
Total					\$501,841.20	\$6,798.38	\$508,639.58

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Lehman Brothers Hold c/o Epiq Bankruptcy S FDR Station, P.O. Bex New York, NY 10150	lings Claims Processing olutions, LLC s 5076	n District of New York Conter	PROC	DF OF CLAIM
In Re: Lehman Brothers Hold Nume of Delsor Against White	Dehtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Case No. of Debar	UNIQUE IDENTIFICATION NUMBE	ER: 1000093509
Lehman Brothers Ho	d'net he used to make sel	08-13555		
		r payment of an administrative expense maly, this form should not be used to make nation on reverse side.)	THIS SPACE IS	FOR COURT USE ONLY
different from Creditor LBH (The Free ATTN:CI C/O FREE 350 PAR	r)	ER.	Cleech this bux to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)	
recommendation.	(585)396-6280 E	mark.prunoske@thompsonhealth.org mail Address;	Filed on:	
Name and address who	ere payment should be so	m (If different from above)	Check this has, if you are aware that anyone else has filed a proof of claim relating to your claim. Attach capy of statement giving particulars.	
Telephone number:	Б	mail Address:	Check this box if you are the debtor or truster in this case.	
If all or part of your clinem 4. If all or part of your clinem 4. If all or part of your cliffall or part of your cliff	aim is entitled to priority aim qualifies as an Adm 'all or part of your claim all or part of your claim S BASED ON AMOUN OF A DEBTOR, YOU ECTIONS TO COMP! UMENTATION OR Y 'claim includes interest of additional claims.com if claim is a batterest or reverse side.) of any number by which have scheduled accountain #3a on reverse side. See instruction #4 on repriate box if your claim if ly or right of setoff: y: S rage and other charges as Basined Claim: S	Hem 4 below; however, if all of your clair, complete Hem 5. inistrative Expense under 11 U.S.C. §503(Is based on a Derivative Contract* is based on a Guarantec.* VTS OWED PURSUANT TO EITHER. I MUST ALSO LOG ON TO http://www.lete THE APPLICABLE QUESTION OUR CLAIM WILL BE DISALLOWE or other charges in addition to the principarges. Atlach itemized statement of interestsed on a Derivative Contract or Guarantee of the creditor identifies debtor: the creditor identifies debtor: the creditor identifies debtor:	(h)(9), complete licm 6. A DERIVATIVE CONTRACT whelman-claims.com AND INAIRE AND UPLOAD CD. all amount of the claim. Astoch tor charges to this form or on concentration. Of setoff and provide the requested Cother ''' ''' Other ''' ''' I'm, if any:	5. Amount of Claim Entitled to Priority under 11 U.S.C. §307(a). If any portion of your claim falls in one of the following categories, check the hox and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), carned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is carlier - 11 U.S.C. § 507(a)(4). Contributions to an employee bedefit plan-11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(B). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:
7. Credits: The amo 8. Documents: Attac	i6 on reverse side.) funt of all payments on the three dacted copies of an and statements of running	his claim has been credited for the purpose y documents that support the claim, such a	e of making this proof of claim, is promissory notes, purchase es and security agreements.	FOR COURT USE ONLY
Attach reducted copies on reverse side.) If the DO NOT SEND ORIGINATION.	of documents providing documents are voluming	evidence of perfection of a security inter- ous, attach a summary. LATTACHED DOCUMENTS MAY B	est. (See definition of "reducted"	SEP 17 2009
91500 p	erson anthorized to file this mive. Attach copy of power	Deborn Executive	different from the notice address ah K. Weymouth, FACHE, V.P. & Chief Operating Officer	EPIQ BANKRUPTCY SQLOTALLS, LLC
E ' Pen	any for presenting front	fulgal chim: Fine of up to \$500,000 or in	nprisonment for up to 5 years, or bo	ημ. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankraptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED. INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW). IN THE SPACE ALLOTTED AT THE TOP OF THE

ı	CLAIM FO	ucai.		
ŀ	08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
	08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
	08-13685	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
	08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
	08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
	08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
	08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
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	08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankraintey Procedure (FRBP) 2002(g).

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State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

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State only the last four digits of the debtor's account or other number used by the creditor to identify the

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Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

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Claims Agent at the following address: Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076

New York, NY 10150-5076

Secured Claim Under 11 U.S.C. §506(a)

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ANNEX D

STATEMENT OF CALCULATION

- On or about, September 14, 2008, Holdings filed a voluntary petition for Chapter 11 reorganization with the U.S. Bankruptcy Court for the Southern District of New York. As a result of an Event of Default with respect to Party A resulting from the above mentioned filings by Holdings, all derivatives transactions entered into by Party B with Party A were terminated as prescribed by the Agreement. Party B designated October 31, 2008, as the Early Termination Date.
- 2) Party B retained Cain Brothers to schedule a competitive bid process for a new interest rate swap to replace the Terminated Transaction with Party A.
- The method of calculating damages under the Agreement is Second Method, Market Quotation. Thus, the amount payable with respect to the Early Termination Date is equal to the absolute value of (a) the sum of the Settlement Amount and the Unpaid Amounts owing to Party B less (b) the Unpaid Amounts owing to Party A.
- To comply with the requirements of the Agreement, Party B sent bid requests, including the related Confirmation and ISDA documents, along with credit material to the following dealers, each of whom qualified under the definition of "Reference Market-maker" in Section 12 of the Agreement and the terms of Part 1(h) of the Schedule to the Agreement: Bank of America, Citigroup, Deutsche Bank, JPMorgan, Key Bank, Morgan Stanley, and Wells Fargo.
- Seven bids were solicited and two bids were received. On October 31, 2008, Party B received actionable bids from Deutsche Bank and Morgan Stanley for the replacement of the Terminated Transaction. However, Morgan Stanley's bid was disregarded as a quotation as it removed the \$1,000,000 cap on Party B's Credit Support Amount and therefore did not preserve the economics of the Terminated Transaction.
- Because Party B did not receive three qualifying actionable bids for the replacement swap, a Market Quotation could not be determined. Therefore, under Section 12 of the Agreement, the Settlement Amount for the transaction is Party B's Loss, that is, the amount Party B determines in good faith to be its total losses and costs in connection with the termination, including the cost of reestablishing any hedge. Party B may determine its Loss by reference to quotations from one or more dealers.
- 7) Please see below for a summary of the one qualifying actionable quotation Party B received along with the accrued interest through October 31, 2008, the Early Termination Date.

Deutsche Bank Bid (Payable to Party B) \$(103,000.00)
Plus: Accrued Interest: (11.433.80)
Total: \$(114,433.80)

- Party B declares the amount of the Deutsche Bank response to be a fair reflection of market value on the Early Termination Date. Accordingly, in accordance with the terms of the Agreement, Party B has calculated the Loss (without reference to Unpaid Amounts) to be \$(114,433.80).
- 9) Pursuant to Section 2(a)(iii) of the Agreement, Party B withheld its October 3, 2008 payment amount of \$18,880.07. This amount equals an Unpaid Amount to Party A.

10) The Payment on Early Termination payable by Party B to Party A is \$133,313.87 calculated as:

Loss Amount	\$(114,433.80)
Plus: Unpaid Amount owing to Party B	0.00
Less: Unpaid Amount owing to Party A	<u>18,880.07</u>
Payment on Early Termination	\$(133,313.87)

Pursuant to Sections 6(e) and 9 of the Agreement, Party B estimates that its legal fees incurred by reason of the Event of Default and termination of the Transaction ("Reimbursable Expenses) will be \$5,000.00. The Net Amount Payable is therefore \$128,313.87, calculated as:

Payment on Early Termination	\$133,313.87
Less: Reimbursable Expenses	<u>5,000.00</u>
Net Amount Payable:	\$128.313.87

Pursuant to Section 6(d)(ii) the Net Amount Payable, together with interest thereon from (and including) the Early Termination Date to (but excluding) the date such amount is paid, is due on the effective date of this notice. Such interest amount is calculated at the Default Rate, which is defined as USD LIBOR-BBA (with a Designated Maturity of one month) plus 1.00%. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. In accordance with these provisions, and based on a payment date of November 7, 2008, Party B has calculated the total Balance Owing payable by Party B to Party A, including interest, as \$128,394.53.

Date	Beginning Balance	Default Rate	Ending Balance
10/31/2008	\$128,313.87	3.58125%	\$128,326,43
11/1/2008	\$128,326.43	3.58125%	\$128,338.98
11/2/2008	\$128,338.98	3.58125%	\$128,351.54
11/3/2008	\$128,351.54	3.35750%	\$128,363.31
11/4/2008	\$128,363.31	3.17750%	\$128,374.46
11/5/2008	\$128,374.46	2.95625%	\$128,384.83
11/6/2008	\$128,384.83	2.76750%	\$128,394,53

As of the date of this notice, Party A had failed to transfer the following Posted Collateral and Interest Amount to Party B as prescribed under Paragraph 8(b)(iii) of the Agreement (the "Collateral"):

CUSIP	Description	Сопроп	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752.72	\$62,473.14
912827616	US Treasury	5.750%	8/15/2010	50,000	53,867.33	625.00	54,492.33
9128276T4	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54.621.69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915.72	211.96	22,127.68
912828BH2	US Treasury	4,250%	8/15/2013	35,000	37.510.18	323.37	37,833.55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965,34	3,341.85	136,307,19
	US Dollars			268,782	268,782.00	396.53	269,178.53
Total					\$629,839.20	\$7,194.91	\$637,034.11

Pursuant to Paragraph 8(b)(iv)(A) of Exhibit G of the Schedule of the Agreement, Party B hereby elects to set-off the Balance Owing against the Collateral resulting in a Net Balance Owing of \$0.00 and a remaining Collateral amount of \$508,649.28 (the "Remaining Collateral"), calculated as:

Collateral \$637,034.11 Less: Balance Owing to Party A 128,394.53 Remaining Collateral: \$508,639.58

15) The Remaining Collateral is hereby identified as follows:

CUSIP	Description	Соирол	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752.72	\$62,473,14
9128276J6	US Treasury	5.750%	8/15/2010	50,000	53,867.33	625,00	54,492,33
912827 <i>6</i> T4	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54,621,69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915.72	211.96	22,127,68
912828BH2	US Treasury	4.250%	8/15/2013	35,000	37,510.18	323.37	37,833,55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965,34	3,341.85	136,307,19
*****	US Dollars			140,784	140,784.00	0.00	140,784.00
Total					\$501,841.20	\$6,798.38	\$508,639.58

08-13555-mg Doc 19112-2 Filed 08/10/11 Entered 08/10/11 09:38:15 Exhibit

Exhibit B Pg 20 of 25

United States Bankruptcy Court/Southern Di Lehman Brothers Holdings Claims Processing Cont c/o Epiq Bankruptcy Solutions, LLC	istrict of New York	PROOF OF CLAIM		
FDR Station, P.O. Bax 5076 New York, NY 10150-5076	•			
	apter 11	UNIQUE IDENTIFICATION NUMBER	ER: 1000093509 .	
Debtors, (Jo	se No. 08-13555 (JMP) intly Administered)		·	
	= No. of Debur B-13888			
The state of the s		j €		
NOTE: This form should not be used to make a claim in after the commencement of the case. A request for pay may be filed pursuant to 11 U.S.C. § 503. Additionally,	or an administrative expense arising : ;; ment of an administrative expense			
amby be filed piratian to 11 U.S.C. \$503. Additionally a claim for Echman Program's Securities (See definition	this form should not be used to make on reverse side.)	THIS SPACE IS	S FOR COURT USE ONLY	
Name and address of Creditor: (and name and addre		Check this how to indicate that	-	
different from Creditor) LBH (CREDITOR.DBF, CREDNUM)C	######################################	this claim amends a previously filed claim.	•	
The F.F. Thompson Foundation, Inc.	· CDIADIM # HORIGASDRA			
ATTN:CHIEF FINANCIAL OFFICER C/O FREDERICK FERRIS THOMPSON I	HOSPITAL	Court Claim		
350 PARRISH STREET CANANDAIGUA, NY 14424		Number:(If known)		
CARCAND HOCKET 1422		, ,		
mark	c.prunoske@thompsonhealth.org	Filed on:	. •	
	Address:		•	
Name and address where payment should be sem (if	different from above)	Check this how if you are awaite		
		that anyone else has filed a proof of claim relating to your claim. Attach		
		copy of statement giving particulars.		
Telephone number: Email a	Address:	Check this bax if you are the debtor or trustee in this case.	í	
1. Amount of Claim as of Date Case Filed: \$	\$508,639.58		5. Amount of Claim Entitled to Priority	
If all or part of your claim is secured, complete Item		nt is unsecured, do not complete	under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following	
item 4. If all or part of your claim is entitled to priority, com	iplete Item 5.	•	calegories, check the box and state the	
If all or part of your claim qualifies as an Administra		h)(9), complete from 6,		
Check this box if all or part of your claim is ba Check this box if all or part of your claim is ba	sed on a Guarantee.*		Specify the priority of the claim:	
*IF YOUR CLAIM IS BASED ON AMOUNTS O OR A GUARANTEE OF A DEBTOR, YOU MU	OWED PURSUANT TO EITHER.	A DERIVATIVE CONTRACT	Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	
1 FOLLOW THE DIRECTIONS TO COMPLETE	THE APPLICABLE OURSTION	NAIRE AND UPLOAD	Wages, salaries or commissions (up to	
SUPPORTING DOCUMENTATION OR YOUR Check this box if claim includes interest or oth			\$10,950), carned within 180 days before filing of the bankruptcy petition or cessation of the	
itemized statement of interest or additional charges. http://www.lehman-claims.com if claim is a based o	Aftach itemized statement of interest	or charges to this form or on	debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).	
2. Basis for Claim: Derivative Contract/ Guar	antee	· · · · · · · · · · · · · · · · · · ·	Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	
(See instruction #2 on reverse side.)	The photograph of the state of	· · · · · · · · · · · · · · · · · · ·	Up to \$2,425 of deposits toward purchase.	
3. Last four digits of any number by which cre 3a. Debtor may have scheduled account as:	ditor identifies debtor:		lease, or rental of property or services for personal, family, or household use - 11 U.S.C.	
(See instruction #3a on reverse side.)			§ 507(a)(7).	
4. Secured Claim (See instruction #4 on reverse Check the appropriate box if your claim is seen	side.) tred by a lien on property or a right o	of soinff and provide the requested	Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).	
information.		•	Other - Specify applicable paragraph of 11	
Nature of property or right of setoff: Real		Other	U.S.C. § 507(a)().	
Value of Property: S	Appuel Interest Pole	. 0/	Amount entitled to priority:	
Value of Property: \$ Amount of arrearage and other charges as of til				
S Basis for [s	
Amount of Secured Claim: S				
6: Amount of Claim that qualifies as an Admin (See instruction #6 on reverse side.)				
7. Credits: The amount of all payments on this cla 8. Documents: Attach reducted copies of any docu	im has been credited for the purpose	of making this proof of claim.	FOR COURT USE ONLY	
orders, invoices, itemized statements of running acco	unts, contracts, judgments, mortgage	es and security agreements.	·	
Attach reducted copies of documents providing evide an reverse side.) If the documents are voluntaous, at	tach a sunimary.		FILED / RECEIVED	
DO NOT SEND ORIGINAL DOCUMENTS. AT SCANNING.	E DESTROYED AFTER	I I I I I I I I I I I I I I I I I I I		
If the documents are not available, please explain:			SEP 17 2009	
Date: Signature: The person filing this	claim must sign jt. Sign and print name ar	nd title, if any, of the creditor or other) SEP 1 / 2003	
person authorized to file this claim a abuye. Attach copy of power of auto	ind state address and teléphone number if mey, if any,	different from the notice address	110	
9/10-/09/	Debora	ah K. Weymouth, FACHE,	EPID BANKRUPTCY SOLUTIONS, LLC	
	claim: Fine of up to \$500,000 or im	V.P. & Chief Operating Officer	h. 18115 C && 157 and 3571	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

1	Name of	Debtor.	and Case	Number

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

ı	08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
l	08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
	08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
l	08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
	08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Propertie Loan Finance S.a.r.l.
	08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mongage LLC
	08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Composition
	08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
	08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakana Owners LLC
	08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC
	If your Clai	m is against multiple Debtors, complete a s	eparate form	for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Hankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Busis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four dighs of the debtor's account of other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, intacli capies of lien decumentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(cs) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents;

Attach to this proof of claim form reducted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach a copies of documents that evidence perfection of any security interest. You may also attach a summary, FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011, If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

A debtor is the person, corporation, or other entity that has filed a bankrupicy case.

Creditor

A creditor is the person, corporation, or other entity awed a debt by the debtor on the date of the bankruptcy filing,

Cluim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptey filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptey filing. The creditor must file the form with the Chalmer A point of the ballouing sides on

Claims Agen at the following address: Leliman Brothers Holdings Claims Processing c/o Epiq Bankruptey Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The arrount of the seconed claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Exhibites of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor of may be obtained through a court proceeding, in some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Cinim Entitled to Priority Under 11 U.S.C. §567(n) Priority claims are certain categories of unsecured Chaims that are paid from the available money or property in a bankruptey case before other unsecured claims.

Reducted

A document has been reducted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should reduct and use only the last four digits of any social-security, individual's tax identification; or financial-account number, all but the

initials of a minor's name and only the year of any person's date of hirth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptey Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptey Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their pfilliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings ple, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.),

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the fifther of another person or entity who is liable in the lifet instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on https://www.lehman-docket.com-us of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim
To receive neknowledgment of your filing, you
may either enclose a stamped self-addressed
envelope and a copy of this proof of claim, or you
may access the Claims Agent's system (http://www.lehman-docket.com) to view
your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may content the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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RESERVATION OF RIGHTS

Claimant reserves its right to file an Amended Proof of Claim or Administrative Expense

Claim setting forth the amount and classification of its claim, including additional accrued interest
and attorneys fees and costs, or any other amounts recoverable under the applicable documents.

ANNEX D

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As of the date of this notice, Party A had failed to transfer the following Posted Collateral and Interest Amount to Party B as prescribed under Paragraph 8(b)(iii) of the Agreement (the "Collateral"):

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T-4.1	US Dollars			268,782	268,782.00	396.53	269,178.53
Total					\$629,839.20	\$7,194.91	\$637,034.11

Pursuant to Paragraph 8(b)(iv)(A) of Exhibit G of the Schedule of the Agreement, Party B hereby elects to set-off the Balance Owing against the Collateral resulting in a Net Balance Owing of \$0.00 and a remaining Collateral amount of \$508,649.28 (the "Remaining Collateral"), calculated as:

Collateral \$637,034.11 Less: Balance Owing to Party A 128,394.53 Remaining Collateral: \$508,639.58

15) The Remaining Collateral is hereby identified as follows:

CUSIP	Description	Coupon	Maturity Date	Quantity	Principal Value	Accrued Interest	Cash Equivalent Value
912810DX3	US Treasury	7.500%	11/15/2016	50,000	\$60,720.42	\$1,752.72	\$62,473.14
9128276J6	US Treasury	5.750%	8/15/2010	50,000	53,867.33	625.00	54,492,33
9128276T4	US Treasury	5.000%	2/15/2011	50,000	54,078.21	543.48	54,621.69
9128277L0	US Treasury	4.875%	2/15/2012	20,000	21,915.72	211.96	22,127,68
912828BH2	US Treasury	4.250%	8/15/2013	35,000	37,510.18	323.37	37,833,55
9128275G3	US Treasury	5.500%	5/15/2009	130,000	132,965.34	3,341.85	136,307,19
	US Dollars			140,784	140,784.00	0.00	140.784.00
Total					\$501,841.20	\$6,798.38	5508,639.58